DOCUMENT RESUME

ED 145 809 IR 004 996

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TITLE Collective Bargaining and Academic Libraries: Staff Assistants at Michigan.
PUB DATE Dec 76
NOTE 14p.

EDRS PRICE MF-$0.83 HC-$1.67 Plus Postage.
DESCRIPTORS *Collective Bargaining; Decision Making; Financial Support; *Graduate Students; Unions; *University Libraries

ABSTRACT

In March 1975, the University of Michigan Regents and the Graduate Employees Organization signed a contract which included coverage for graduate student staff assistants employed by the library system there. This document relates the development of major issues that have surfaced in the debate regarding collective bargaining in the academic library world. Included are descriptions of compensation received; job security involved; the participation of the Graduate Assistants in decision making, and the possibility of faculty status for Graduate Assistants. (Author/AP)

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COLLECTIVE BARGAINING AND ACADEMIC LIBRARIES:

STAFF ASSISTANTS AT MICHIGAN

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December 17, 1976.

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INTRODUCTION:

In March 1975, the University of Michigan (U-M) Regents and the Graduate Employees Organization (GEO) signed a contract which included coverage for graduate student staff assistants (GSSAs) employed by the U-M library system. I shall attempt below to relate this development to some major issues that have surfaced in the contemporary debate regarding collective bargaining in the academic library world.

DEFINING THE BARGAINING UNIT:

Before any negotiations begin, it is necessary for a group of employees to be recognized as a legitimate bargaining unit. For librarians, whether professional or paraprofessional, the question is whether to form their own union or to join others (usually faculty) in a union.

ALA's Association of College and Research Libraries in 1975 urged the inclusion of librarians in faculty unions (Bowker Annual, 1976, p.73). It is highly unusual for librarians to form their own union. However, at Claremont Colleges in California, "the non-supervisory library employees, professional and non-professional, have a bargaining unit of their own in the absence of a faculty union"(Weatherford, 1975, p. 429). "At present, however, the mainstream of events on unionized campuses places librarians in with the faculty whether they are formally part of the faculty or not" (ibid.).

At the University of Michigan, the original impetus for organizing student employees came from an organization then known as the Teaching Fellows Union. The union, composed of graduate students employed as teachers, in 1971 petitioned the Michigan Employment Relations Commission (MERC) for recognition as a bargaining agent for teaching fellows. MERC is the statutory body governing labor relations in the state of Michigan.

MERC decided that indeed, teaching fellows were "employees" under state law. But it dismissed the petition, ruling that "an appropriate unit must also include graduate students holding appointments to other types of assistantships, since all are found to be involved in the educational process and share community of interest in such matters as working conditions, salary, schedules, method of appointment and other areas." (MERC, 1971, p.1053)

In so ruling MERC accepted the University of Michigan's argument that an appropriate unit should include all graduate assistants, if indeed they were "employees" (the University maintained they were "students" rather than "employees"). The Commission found that the unit should include students "employed in the libraries" (ibid., p. 1057). This finding contrasted with the position of the Teaching Fellows Union, which had argued that the other assistants were "students receiving grants rahter than employees", and had wanted to restrict the bargaining unit to teaching fellows (ibid., p.1056).

Thus ironically, library staff assistants came to be included in a potential bargaining unit through no action of their own.

It was not till two years later that an organization comprising all graduate assistants was formed at the University. The Graduate Employees Organization, formed in January 1974, sought to attain recognition by the University administration as a bargaining agent for all graduate employees. It succeeded in winning a "consent election" in April 1974, and eleven months later, after a long period of bargaining and a month of striking, the GEO signed a contract with the University.

Graduate student staff assistants employed in the library system were specifically included in the following provisions in the contract:

"The title 'Graduate Student Staff Assistart' shall be given to a graduate student whose employment (1) fulfills a degree requirement, or (2) is otherwise conidered academically relevant by the department or degree program in which the degree is being pursued and who is employed to perform administrative counseling or educational duties other than those of a Graduate Student Teaching or Research Assistant." (Article I, Section A, part 5.);

". . . it is understood that the Staff Assistant title will be given to graduate students employed by and in (1) the University Library System Program . . ." (ibid.)

The term of this initial contract ran from March 14, 1975 to August 31, 1976, when the University refused to extend it. Negotiations to a successor agreement have come to a stalemate at this point in time, but there are no significant changes in the new agreement, as drafted, which would affect the status of library staff assistants.

Whereas librarians in other faculty unions have extensively and intensively debated the merits and demerits of joining such a union, such was not the case at Michigan. Indeed, it might be argued that linking staff assistants with teaching assistants gave the former a certain degree of faculty status (see below).

Furthermore, whereas the University continued to question the "employee" status of teaching and research assistants (in spite of the MERC 1971 decision), the "employee" status of library staff assistants was never in doubt. Whereas some other staff assistants were employed as part of fulfilling a degree requirement, such was not the case with library staff assistants.

Indeed, in a recent interview, Dean Russell E. Bidlack of Michigan's School of Library Science defended his School's policy of not giving academic credit for the "very valuable experience that our Graduate Student Staff Assistants receive." He explained that with the library paying the employees' salaries, there never was a commitment made to move the staff assistants around so that they could "experience" the entire library system, thus academic credit could not be justified ("The Deans," 1976, p.10).

In any case, whether or not the dozen library staff assistants had much to do about it, they became a numerically small part of a 2,000 member bargaining unit at the University of Michigan.

Included in the contract is a further provision of relevance to the bargaining unit. The contract clause provided that the title of "Graduate Student Teaching Assistant" need not be given to a graduate student who already holds a professional degree or has equivalent professional experience. Accordingly library science Ph.D students holding a Master's degree in Library Science, and who were teaching in the School as "lecturers" need not be reclassified as Teaching Assistants who would be part of the bargaining unit. This concession to library science "professionalism" is in sharp contrast to the position of other Ph.D students in other Departments, who were considered part of the bargaining unit even if they held a Master's degree.

How then did collective bargaining help library staff assistants in Michigan? Or did it hurt them? In a 1975 survey, other librarians reported that collective bargaining did little to change work conditions, but that it did help them to get better salaries, job security, due process, and to some extent, participation in decision-making (cited in Bowker Annual

1976, p.73). Let us then look at some of these issues as they affected library staff assistants at Michigan.

COMPENSATION:

Library staff assistants were by no means passive members of the union even though they became members of the bargaining unit by default. When the salary rate was being negotiated, GEO bargainers consulted library staff assistants as to the minimum salary they would want. Unanimously they decided that budgetary constraints prevented them from asking for a salary base similar to that for other employees in the bargaining unit ($3984 in 1974-1975), so they settled for a lower base of $2350 per term. Because library staff assistants were generally hired at fractions higher than other assistants, their take-home pay probably would be more or less equivalent.

Although financial parity was not achieved in the contract, the labor agreement did provide for a salary raise identical to that available to the faculty.

"Salary", however, was not the only kind of compensation received by staff assistants. Traditionally library staff assistants received a full tuition waiver. The contract actually provided only a partial tuition waiver, but in practice, after the contract came into effect, library staff assistants continued to work without having to pay any tuition.

JOB SECURITY:

While the contract provided for individual job security of only one term (four months), in practice library staff assistants are hired for up to two years. That practice has continued.

The contract did provide that a library staff assistant will continue to be assigned that title if he or she were re-employed in the same position at any time in the future.

Furthermore, the contract provided "unit" job security, in dictating that the Staff Assistant title would continue to be given to students hired under the Library System Program. This meant that persons hired under that program would continue to belong to the bargaining unit and be subject to the contract.

DUE PROCESS:

A former GEO steward representing library staff assistants offered the opinion to me that the "grievance procedure" in the contract was the most important element. Indeed, the grievance procedure as outlined in the contract provided for a number of steps culminating in outside arbitration. At least one library staff assistant has won a grievance she filed, since the contract came into effect.

Furthermore, since the contract provided protection for a number of situations not covered by general university-wide by-laws (such as freedom from discrimination because of sexual preference), the contract was an improvement over the status quo. In addition, the contract also provided for establishing an affirmative action program to increase minority and female employment.

PARTICIPATION IN DECISION-MAKING:

Begin (1974, p.594) has written about faculty collective bargaining as follows: "almost entirely absent to date is the traditional union model in which all faculty input to decision-making is channeled entirely through the bargaining agent." Although some labor agreements do include provisions expanding self-governance (such as at Wayne State University where, ironically, in the view of one observer, they have not been taken advantage of -- Sprang, 1975, p.112-114), most do not. At Michigan, where the (non-student) faculty are extremely jealous of their "faculty prerogatives", little decision-making power was relinquished to graduate employees in the contract.

There was, however, a "spirit clause" providing for discussion between employer and employee if changes were being considered in the level of funding or the number of employees in a unit.

FACULTY STATUS:

Faculty status is probably the most important issue for academic librarians. Collective bargaining agreements may preserve and protect faculty status, as at West Chester State College in Pennsylvania (Burns and Carter, 1975, p.117), or they may perpetuate some differentiation in status between faculty and library staffs. An example of such differentiation is the agreement reached at Wayne State University, where MERC had ruled that librarians were to be classified as "academic staff", separate from "teaching staff" (Sprang, 1975, p.109).

For the paraprofessional library staff assistants at Michigan, the contract did, ironically, confer a certain degree of faculty status on them. The parity of a pay raise with the faculty has already been referred to above. Another provision provided that "library privleges provided to employees by the University Library System will be to the same extent, and in the same manner, as those provided to the University's Instructional staff" (Article XXX, Sec. 1). This meant that library staff assistants were entitled to a "blue" library card that conferred practically unlimited loan privileges, with no fines, just as the regular faculty were entitled.

Furthermore, the 1971 MERC decision involving the Teaching Fellows Union indicated that it viewed librarians as academic employees: "Although the duties of the teaching fellows are largely classroom oriented, the teaching fellows are otherwise indistinguishable from the overall body of graduate assistants. A significant number of the graduate assistants are engaged in tasks which, on the the parallel full-time professional level, would appropriately fall within a unit of

of instructional or academic personnel. These include counselors, advisors, librarians and psychologists." (MERC, 1971, p.1061.)

Opinions, of course, differ as to how much affinity there is between library staff assistants and other graduate student assistants. Stillwater, a library staff assistant, recently surveyed her colleagues and came up with the following assessment: "The only real ambivalence expressed centered over our affiliation with GEO, an organization that is primarily concerned with representing the interests of teaching fellows, with whose interests (e.g., class size), we have little in common. Library Graduate Student Staff Assistants are part of the GEO and must either pay union dues or, if they do not wish to join, a "representation service fee." MOst of us feel that, although we would rather be independent of GEO, we must keep informed of union developments in order to protect our interests" (Stillwater, 1976, p.4).

This "ambivalence" probably had surfaced also when GEO members voted earlier in 1976 to affiliate with the American Federation of Teachers (AFT), rejecting the campaign conducted by the American Federation of State, County, and Municipal Employees (AFSCME). Staff assistants who voted for AFT probably preferred its "professional" status, whereas those who voted for AFSCME probably did so because of self-identification as clerical staff.

FUTURE PROSPECTS:

The debate over faculty status obscures an underlying conflict between two viewpoints, one more elitist, the other less so. Because staff assistants are paraprofessionals, working with non-professional library staff while engaged in the study of library science, they probably have a unique perspective to contribute to this debate. After they leave the University, there are several options open to them. If they join a union, they could

decide to join a faculty union (more "elitist" option, I would argue), or they could join a union containing non-professional library employees as well (a less "elitist" position, I suggest). Hopefully their experience at Michigan with the GEO and with the library system would have opened their minds. The ideal option for me would be to join a union comprising all non-supervisory academic employees, professional as well as non-professional. For one's interests should not be narrowly defined (e.g."what are interests of librarians?"); rather we should seek to meet the interests of diverse groups of human beings.

Participation in union activities is one way of meeting needs, or of raising the issue of needs that are unmet. This is particularly true for minorities and women, whose needs are rarely being met in this society. Statistics indicate that while more women have joined labor unions recently, a proportional increase in the number of union leadership positions held by women has not occurred (Berquist, 1974). This is not because women are less likely to join unions, however.

Several studies indicate that sex is irrelevant in determining a propensity to unionize. Guyton's study of Southern California librarians indicated that in both unionized and ununionized libraries, women were just as likely as men to be union members or to choose memberships (Guyton, 1975, p.74). Vignone (1970, p.122) discovered no significant differences between the sexes on attitudes toward unions, and Schlacter (1971, p.299) also found the same thing. Wyatt (1973, p.107) found no such differences between the sexes or between races.

A quotation from the Systems and Exchange Procedures Center kit on collective bargaining is appropriate to include here. "Collective bargaining helps women and minorities by fostering an equal

pay schedule; devising effective grievance procedures, standardizing performance evaluation procedures; standardizing other job-related policies and procedures such as recruitment and appointment, dismissal or non-retention, promotion and tenure. In short, collective bargaining contracts carry the weight necessary to provide an effective weapon in equal opportunity matters" (SPEC, 1974).

Simonds (1975, p.142) found that library non-professionals with some library science education were the most opposed to unions, but that some of these same people changed their minds after a union was formed. "It is not impossible to win the professionally oriented employee; but they may be the toughest group the union has to deal with." Because they bridge the praraprofessional and the professional, library staff assistants may be at the forefront of collective bargaining in the future.

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